

COUNCIL AGENDA MEMO

To: Town Council
From: Bo D. Weichel, Assistant Town Manager
Date: July 10, 2023
Re: FY 23-24 Street Improvements

REQUEST

To award the Engineering Services contract with McGill Associates.

BACKGROUND

Included with the adopted FY23-24 budget is \$500,000 dedicated to street improvements and paving. From this amount would be the cost of engineering services to ensure professional assistance from industry experts in the planning, design, bidding, and construction phases.

ANALYSIS

Town staff consulted with multiple engineering firms who provide this type of service. Based on knowledge of the Town and scope of services required, staff asked McGill Associates to submit a contract proposal. This contract serves to plan, prepare opinions of probable cost, prepare bidding and construction documents, and provide construction administration services through project completion and closeout documentation.

The cost of the contract will be \$45,100.

The remaining amount of the \$500,000 budget will be used to pay for construction of the street improvements and a small amount toward material testing/verification for compliance.

RECOMMENDATION

Staff recommends for Council to approve the contract with McGill Associates.

June 30, 2023

Mr. Seth Eckard, Manager
Town of Valdese
Post Office Box 339
Valdese, North Carolina 28690

RE: Engineering Services
2023 Paving Projects

Dear Mr. Eckard,

In response to your request, McGill Associates (McGill) is pleased to provide Engineering services required to assist in the Town of Valdese's (Town) 2023 Paving Projects. McGill will serve as an extension of the Town's Staff help plan, prepare opinions of probable cost, prepare bidding and construction documents, and provide construction administration services through project completion and closeout documentation.

Therefore, we are pleased to provide you with this Proposal for Consulting Services for the subject project.

The anticipated **Scope of Services** for the project is as follows:

Planning and Design Phase

1. Consult with the Town to fully determine the Town's requirements for the project and to discuss approvals and other preliminary matters.
2. Coordinate and conduct initial coordination meeting with the Town as needed to establish communication lines, meet with project team members, define project schedules and gather initial data and information from the Town.
3. Field verify previous determinations for proposed street improvements with Town staff, marking areas for work to be accomplished.
4. Utilizing GIS information, prepare a plan of the proposed improvements for the various work elements, delineating the general location of each, showing their relationship.
5. Review the preliminary plan with Town for concurrence and acceptance.
6. Prepare complete bid documents, contract documents, technical specifications, and construction drawings to detail the character and scope of the work.
7. Review design documents with the Town for comments and approval prior to bidding.
8. Perform an internal quality control and constructability review of the project.
9. Furnish up to two (2) hard copies of the final design documents to the Town.

Bidding and Award Phase

1. Assist the Town in soliciting, receiving, opening and evaluating informal bids.

2. Consult with and advise the Town as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
3. Assist the Town in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

Construction Phase

1. Schedule a Pre-Construction Conference with the Town, Contractor, McGill and all other applicable parties to assure discussion of all matters related to the Project. Prepare and distribute minutes of the Pre-Construction Conference to all parties.
2. Provide General Administration of Construction Contract. Consult with Town and act as Town's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of McGill as assigned in the General Conditions shall not be modified, except as McGill may otherwise agree in writing. All of Town's instructions to Contractor will be issued through McGill, which shall have authority to act on behalf of Town in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. McGill shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. McGill shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
3. Provide a Construction Field Representative (CFR) to periodically observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the Town informed of the progress of the work, and endeavor to guard the Town against defects and deficiencies in the work of the Contractor.
4. The total construction contract time is assumed to be two (2) months. As part of this contract, field observation will be provided by a CFR on a part-time basis during active work. Additional CFR time or construction services will involve an increase in the payments to McGILL as Additional Services to this Agreement.
5. The purpose of McGill's visits and the representation by the Construction Field Representative, (CFR) at the Site, will be to enable McGill to better carry out the duties and responsibilities assigned to and undertaken by McGill during the Construction Phase, and, in addition, by the exercise of McGill's efforts as an experienced and qualified design professional, to provide for Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. Based on McGill's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
7. Assist the Town in the selection and coordination of an independent geotechnical and materials testing laboratory, if required, to be provided at the Town's expense.

8. Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.
9. Issue instructions to the Contractor from the Town as to interpretations and clarifications to the project design plans, specifications and contract documents.
10. Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.
11. Recommend to Town that Contractor's Work be rejected while it is in progress if, on the basis of McGill's observations, McGill believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
12. Recommend Change Orders and Work Change Directives to Town, as appropriate, and prepare Change Orders and Work Change Directives as required.
13. Review the Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.
14. In company with Town's representatives, conduct a final observation site visit to determine if the Project has been completed in accordance with the Contract Documents and if the Contractor has fulfilled all of his obligations thereunder so that McGill may approve to the Town final payment to the Contractor.
15. Provide or make available all Project files and information to effect project closeout.

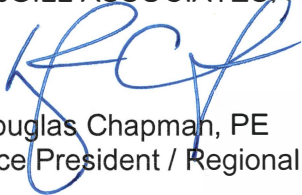
BASIS OF COMPENSATION

McGill Associates proposes to provide the proposed scope of services for the following Lump Sum Amount of **\$45,100.00**.

We appreciate the opportunity to provide this proposal and look forward to assisting the Town of Valdese with this important effort. We are prepared to begin work immediately upon your authorization and complete the planning and design phases of work by July 31, and to transition to the bidding phase immediately following.

If this proposal is acceptable to the Town, please execute below and return one (1) digital copy for our records.

Sincerely,
McGILL ASSOCIATES, P.A.



Douglas Chapman, PE
Vice President / Regional Manager

cc: Mr. RJ Mozeley, PE, McGill Associates, P.A.

ACCEPTED:

Seth Eckard

Town Manager
TITLE

DATE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the ____ day of _____, 2023 by Finance Officer, _____, Town of Valdese, North Carolina.

CONSULTING SERVICES AGREEMENT

This contract entered into this _____ day of _____, 2023 by and between the Town of Valdese hereinafter called the Client, and McGill Associates, P.A.;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,

Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,

Whereas, McGill Associates desires to provided said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Exhibit "Scope of Services" to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Exhibit "Basis for Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanic's lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within 5 days of written notice and diligently complete the correction thereafter. On termination,

Client: Town of Valdese
Authorized Signature:

Print Name: Seth Eckard
Town Manager
102 Massel Avenue SW
Valdese, North Carolina 28690

McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not to exceed \$50,000. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims to the extent permitted by law and not inconsistent with G.S. 22B-1, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

- 1. Proposal including Scope of Services and Basis of Compensation
- 2. Fee Schedule

McGill Associates, P.A.

Print Name: Douglas Chapman, PE
Vice President / Regional Manager
1240 19th Street Lane, NW
Hickory, North Carolina 28601

STANDARD HOURLY RATE AND FEE SCHEDULE

January 2023

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$270			
Principal – Regional Manager – Director	\$230	\$235	\$250	\$260
Practice Area Lead	\$200	\$215	\$230	\$240
Senior Project Manager	\$210	\$225	\$230	\$235
Project Manager	\$180	\$195	\$200	\$205
Project Engineer	\$140	\$150	\$165	\$175
Engineering Associate	\$120	\$125	\$130	\$135
Planner- Consultant – Designer	\$125	\$140	\$160	\$175
Engineering Technician	\$115	\$125	\$135	\$145
CAD Operator – GIS Analyst	\$90	\$100	\$110	\$115
Construction Services Manager	\$150	\$160	\$175	\$195
Construction Administrator	\$110	\$125	\$135	\$145
Financial Services Manager	\$135	\$145	\$155	\$165
Grant Administrator	\$120	\$135	\$145	\$155
Construction Field Representative	\$95	\$110	\$115	\$125
Environmental Specialist	\$95	\$105	\$110	\$115
Administrative Assistant	\$80	\$85	\$95	\$110

EXPENSES

- a. Mileage - \$0.70/mile
 - b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
 - c. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.
2. **ASSOCIATED SERVICES** -
- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.

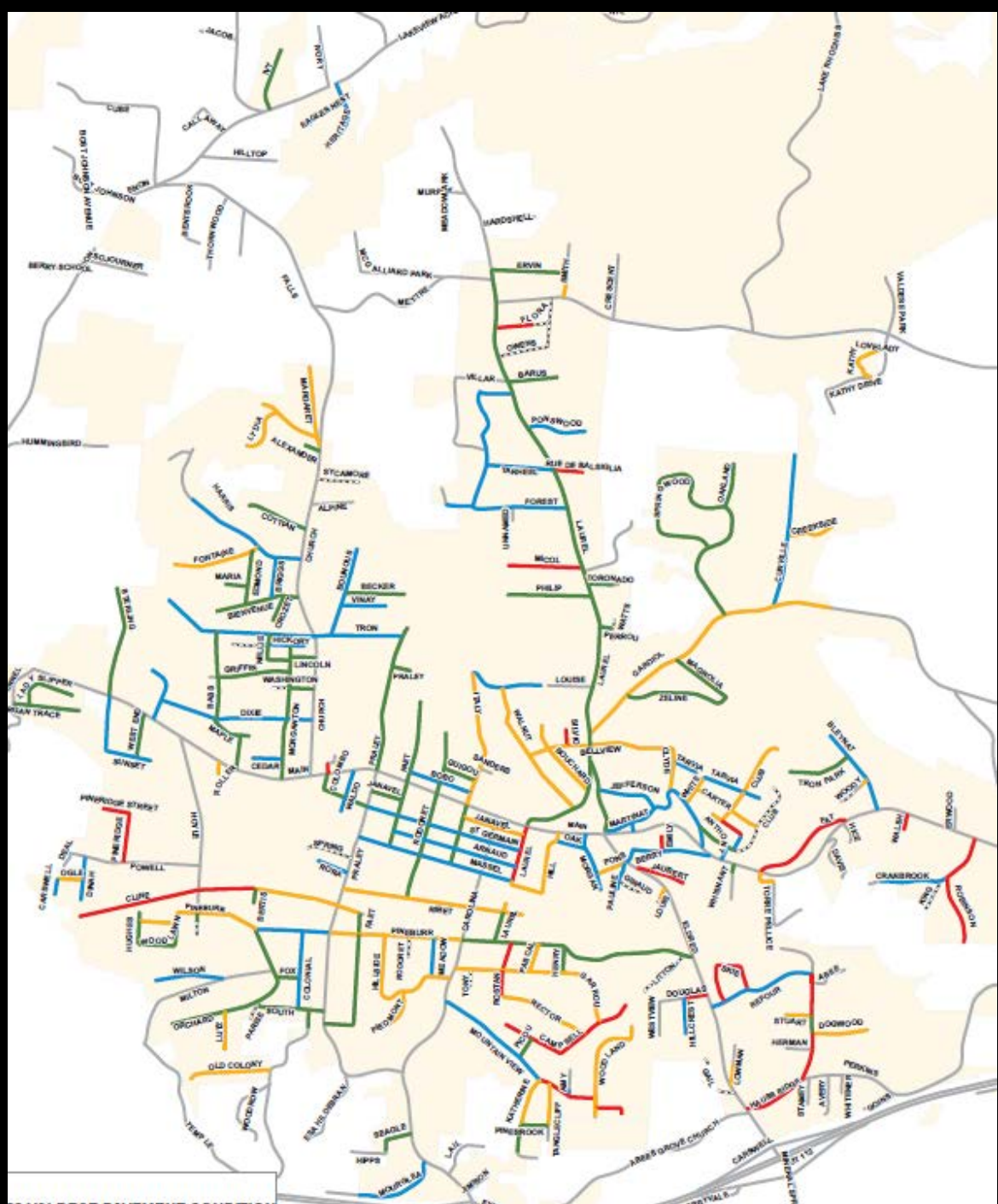
Town of Valdese

Street Paving

Street study color coded by condition

2022 VALDESE PAVEMENT CONDITION PAVEMENT CONDITION INDEX (PCI)

- PCI 0 - 39
- PCI 40 - 69
- PCI 70 - 84.5
- PCI 85 - 100
- TOWN OWNED GRAVEL
- OTHER ROADWAYS
- TOWN LIMITS



Walsh St



Skie Circle



Hauss Ridge



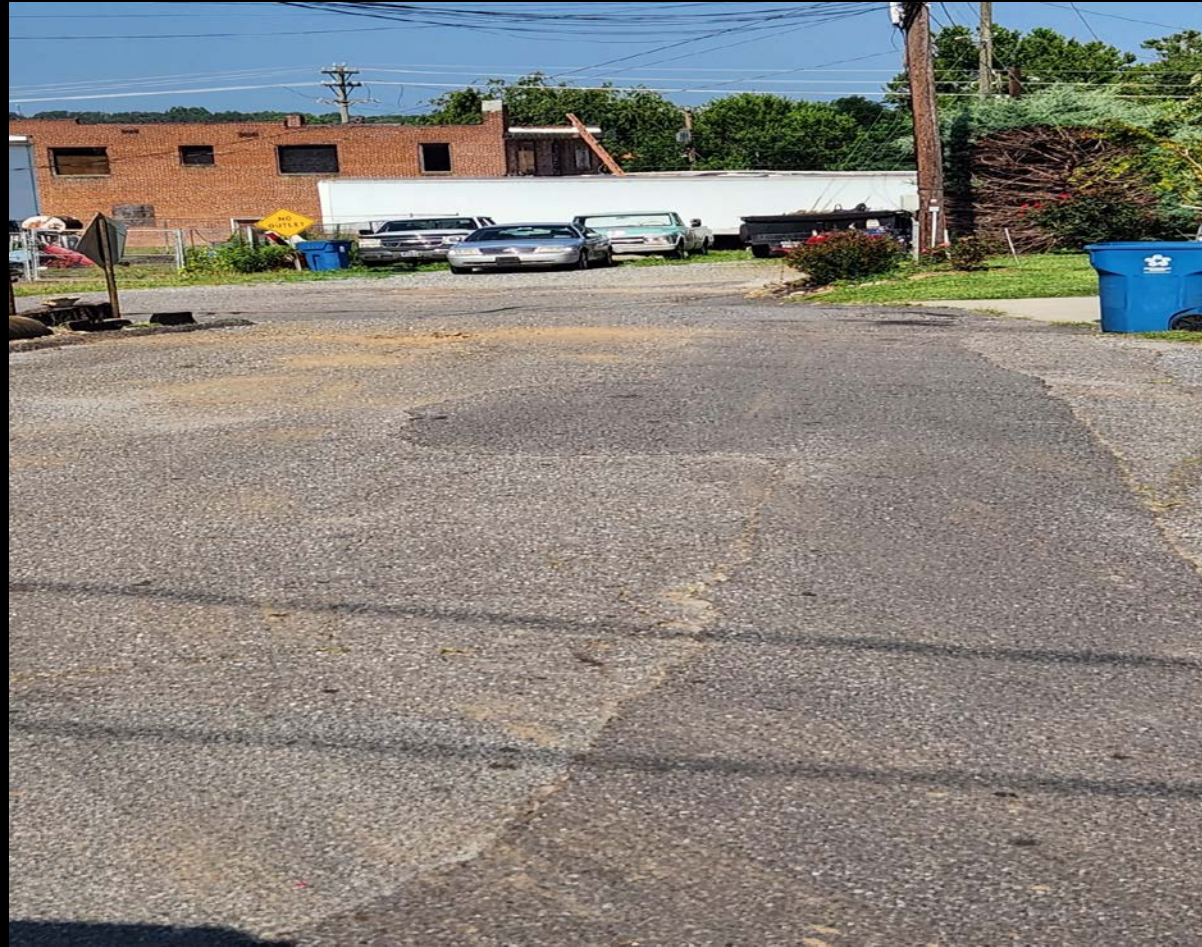
Hauss Ridge to Eldred



Laurel St SE



Colombo St SW



Rostan St



Rostan St SE



Flora Lane NE



Micol Ave NE

